



FINANCE DEPARTMENT
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 601549-09

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. RFP NO. 601549-09 BID PAGES: 33

DESCRIPTION: Provide all labor, materials, tools, equipment and services to for an Upgraded Video Visitation System for the Clark County Detention Center

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA
REQUEST FOR PROPOSAL
RFP NO. 601549-09
UPGRADED VIDEO VISITATION SYSTEM FOR THE
CLARK COUNTY DETENTION CENTER

The RFP package is available as follows:

- Fax on Demand – Call (702) 455-5428 and request Document No. 601549.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers, or call (702) 455-2897.

A **mandatory Pre-Proposal Conference** will be held on **April 30, 2009 at 9:00 a.m.**, at the Clark County Detention Center (330 S. Casino Center Blvd, Admin Conference Room (12th floor), Las Vegas, NV 89101). A **mandatory walk-through** will take place at the Clark County Detention Center immediately following the Pre-Proposal Conference.

Proposals will be accepted at the Clark County Government Center address specified above on, or before, **May 28, 2009** at 3:00 p.m. Proposals are time-stamped upon receipt. Proposals time-stamped at 3:01 p.m. or after will be returned unopened to the Proposer.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review Journal
APRIL 16, 2009

GENERAL CONDITIONS
RFP NO. 601549-09
UPGRADED VIDEO VISITATION SYSTEM FOR THE
CLARK COUNTY DETENTION CENTER

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals to provide all labor, materials, tools, equipment and services for An Upgraded Video Visitation System for the Clark County Detention Center

3. SCOPE OF PROJECT

A. Purpose

This Request for Proposal is to provide all labor, materials, tools, equipment and services for An Upgraded Video Visitation System for the Clark County Detention Center.

B. Background

The current Video Visitation System at the CCDC is no longer reliable or supportable. The goal of this project is to replace all or part of the hardware to improve operations and maintainability. Also, the new VVS system must allow visitors at the CCDC to conduct visitation sessions with inmates at the new North Valley Complex (NVC) as well as the CCDC North and South Towers. Additionally, the new VVS system must allow for inmate/attorney sessions between all inmate locations and the Public Defender's Office (PDO). Other features that are desired for the new system include automated visitor registration and scheduling, enhanced system control, and digital signage of legal documents.

4. DESIGNATED CONTACTS

The OWNER's representative will be Gary Gardecki, Senior Analyst, Las Vegas Metropolitan Police Department, Information Technologies Bureau, telephone number 702-828-3114, e-mail address g13436g@lvmpd.com. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Veronica A. Kammler, Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, telephone number 702-455-8547, e-mail address kammlerv@co.clark.nv.us.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Finalists Selection:	<u>Early June, 2009</u>
Finalists Oral Presentations (optional):	<u>Mid June, 2009</u>
Final PROPOSER Selection:	<u>Late June, 2009</u>
Contract Negotiations:	<u>Early July, 2009</u>
Award & Approval of the Final Contract:	<u>Early August, 2009</u>
Tentative Project Start Date:	<u>Early August, 2009</u>
Projected Project Completion Date:	<u>Early December, 2009</u>

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

8. EVALUATION INFORMATION

Proposals should contain the following information:

A. **Executive Summary**

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to accomplish the project. The Executive Summary should include a schedule of major milestones.

The Executive Summary should also include a list of high risk areas which were identified during the proposal process that are reasons for concern. PROPOSER will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful PROPOSER(S) during negotiations.

B. **Experience**

Include a brief resume of all similar projects your firm has performed for the past ten (10) years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in **Exhibit C** of the attached contract.

C. **Staff Qualifications and Availability**

Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule (see paragraph 6. above).

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

D. **Conceptual Treatment of Project and Work Plan**

Describe in more detail the approach to the project. Include a preliminary project plan that includes:

- 1) PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
- 2) Any assumptions.
- 3) Any constraints.

4) Proposed schedule (work plan) including tasks, timeline, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles. Keep in mind that the Tentative Project Start Date is Early August 2009 and the Projected Project Completion Date is Early December 2009.

5) State why the PROPOSER is best suited to perform the services for this project.

E. Financial Statement

Provide a statement that reflects the PROPOSER's financial ability to complete this project.

F. Documentation Samples

Provide samples of the documentation formats that will be used to complete the project.

G. Compliance with the OWNER'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

H. Project Fee

Indicate the estimated fixed fee amount to perform all work described in this RFP. The figure given shall be inclusive of all costs including travel and lodging.

The actual fees for the professional services will be negotiated with the PROPOSER(S) selected.

I. Credentials

The PROPOSER and/or principal professionals involved in this project must provide a certificate or letter on manufacturer's letterhead as proof that PROPOSER is an authorized distributor and installer of the equipment/systems/software applications supplied. In addition, the PROPOSER must provide similar proof that the manufacturer has trained the PROPOSER and/or employees of the PROPOSER, in the initialization, setup, and maintenance of the same products supplied.

J. Work Completed Locally

Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.

K. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

L. Local Familiarity

Provide a statement as to local resources that would be utilized and the degree of the PROPOSER's knowledge and familiarity with the local community's needs and goals.

M. Insurance

The PROPOSER's ability to provide the required certificates of insurance as indicated in the attached Standard Contract **Exhibit B**, PROPOSER must provide a statement that firm will comply with insurance requirements.

N. Business License

The PROPOSER's ability to provide the required business license.

O. Disclosure of Ownership/Principals

PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal.

P. **Other**

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

9. **SUBMITTAL REQUIREMENTS**

The proposal submitted should not exceed twenty-five (25) pages, excluding completed forms provided in this RFP and professional resumes required under paragraph 8.C. above. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The PROPOSER shall submit 1 clearly labeled original and six (6) copies of their proposal. The name of the PROPOSER's firm shall be indicated on the spine and/or cover of each binder.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

10. **WITHDRAWAL OF PROPOSAL**

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

11. **REJECTION OF PROPOSAL**

OWNER reserves the right to reject any and all proposals received by reason of this request.

12. **PROPOSAL COSTS**

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

13. **ALTERNATE PROPOSALS**

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

14. **ADDENDA AND INTERPRETATIONS**

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from the Purchasing Analyst.

15. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract.

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

17. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

18. CONTRACT

A sample of the OWNER's Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

CLARK COUNTY, NEVADA

CONTRACT FOR UPGRADED VIDEO VISITATION
SYSTEM FOR THE
CLARK COUNTY DETENTION CENTER

P601549-09

NAME OF FIRM
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
E-MAIL ADDRESS

CONTRACT FOR UPGRADED VIDEO VISITATION SYSTEM FOR THE CLARK COUNTY DETENTION CENTER

This Contract is made and entered into this ____ day of _____, 200_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as OWNER), and //LEGAL NAME// (hereinafter referred to as //TYPE//), for //SERVICE// SERVICES FOR //PROJECT// (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the //TYPE// has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$_1,876,000_____, including all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the //TYPE// has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and //TYPE// agree as follows:

SECTION I: RESPONSIBILITY OF //TYPE//

- A. It is understood that in the performance of the services herein provided for, //TYPE// shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, //TYPE// has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by //TYPE// in the performance of the services hereunder. //TYPE// shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the //TYPE// agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. //TYPE// acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. //TYPE// recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the OWNER may declare the //TYPE// in breach of the Contract, terminate the Contract, and designate the //TYPE// as non-responsible.
- D. //TYPE// acknowledges that //TYPE// and any subcontractors, agents or employees employed by //TYPE// shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of //TYPE// or any of its officers, employees or other agents.
- E. The //TYPE// shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the //TYPE//, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, //TYPE// shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the //TYPE// to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. //TYPE// will not produce a work product which violates or infringes on any copyright or patent rights. The //TYPE// shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by //TYPE// shall not in any way relieve the //TYPE// of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of //TYPE//s services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this

Contract, and //TYPE// shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by //TYPE//s performance or failures to perform under this Contract.

- G. //TYPE// shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by //TYPE//s associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of //TYPE// be unable to complete his or her responsibility for any reason, the //TYPE// will replace him or her with a qualified person. If //TYPE// fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by //TYPE// to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. //TYPE// shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. Drawings and specifications remain the property of the //TYPE//. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by //TYPE// during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. //TYPE// shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The //TYPE// agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The //TYPE// will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- L. //TYPE// has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the OWNER.
- M. The //TYPE// agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- N. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with //TYPE// in the performance of services under this Contract and will be available for consultation with //TYPE// at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by //TYPE// under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, //COORD//, //CODEPT//, telephone number (702) //COPH// or their designee. OWNER's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform //TYPE// by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to //TYPE//. It is understood that OWNER's representatives review comments do not relieve //TYPE// from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by //TYPE// as it may request, any data which OWNER has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.
2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

//TYPE// shall return any original data provided by OWNER.

- E. OWNER shall assist //TYPE// in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- F. //TYPE// will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent //TYPE//.

SECTION III: SCOPE OF WORK

Services to be performed by the //TYPE// for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the //TYPE//s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT OR _____ be made and this Contract shall be modified in writing accordingly. Any claim of the //TYPE// for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the //TYPE// of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the //TYPE// shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay //TYPE// for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed fee amount of \$_____. The OWNER's obligation to pay //TYPE// cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the //TYPE// and it shall be the //TYPE//s responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fixed fee.
- B. The //TYPE// will be entitled to progress payments in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).
- C. The //TYPE// will be entitled to progress payments in accordance with the completion of tasks indicated in the Milestones exhibit (Exhibit ____).
- D. Payments
 1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
 2. The OWNER's representative shall notify the CONSULTANT in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONSULTANT, payment will be made in accordance with paragraph C.1 above.
 3. No penalty will be imposed on OWNER if the OWNER fails to pay CONSULTANT within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
 4. In the event that legal action is taken by the OWNER or the CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.

5. All payments shall be due within 30 OR 60 calendar days after receipt of the invoice.
6. OWNER shall subtract from any payment made to //TYPE// all damages, costs and expenses caused by //TYPE//s negligence, resulting from or arising out of errors or omissions in //TYPE//s work products, which have not been previously paid to //TYPE//.
7. Invoices shall be submitted to _____.

E. Owner's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER's financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the //TYPE//.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the //TYPE//, without prior written approval of OWNER.
- B. Approval by OWNER of //TYPE//s request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve //TYPE// of responsibility for the professional and technical accuracy and adequacy of the work. //TYPE// shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by //TYPE//s subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of //TYPE//s request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. Time is of the essence of this contract.
2. //TYPE// shall complete the PROJECT in accordance with the milestones contained in **Exhibit ____** of this Contract.
3. If the //TYPE//s performance of services is delayed or if the //TYPE//s sequence of tasks is changed, //TYPE// shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.
4. In case of failure on the part of the CONSULTANT to complete the work within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the CONSULTANT shall pay to the Owner, as liquidated damages, the sum of \$_____ for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the Owner in completing the work.
5. In the event that the //TYPE// fails to complete the PROJECT within the time specified in the Contract, or with such additional time as may be granted in writing by the OWNER or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the //TYPE// shall pay to the OWNER, as liquidated damages, the sum of \$_____ for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

B. Suspension

OWNER may suspend performance by //TYPE// under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to //TYPE// at least 10 working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay //TYPE// its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. //TYPE// shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by //TYPE// for any cause other than the error or omission of the //TYPE//, for an aggregate period in excess of 30 days, //TYPE// shall be entitled to an equitable adjustment of the compensation payable to //TYPE// under this Contract to reimburse //TYPE// for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

C. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the //TYPE// is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay //TYPE// that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the //TYPE// at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the //TYPE//'s default.
4. If termination is for the OWNER's convenience, the OWNER shall pay the //TYPE// that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
5. Upon receipt or delivery by //TYPE// of a termination notice, the //TYPE// shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in **Section 1 paragraph I**.
6. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the //TYPE// shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the //TYPE// assigned to the performance of this Contract.
7. If after termination for failure of the //TYPE// to fulfill contractual obligations it is determined that the //TYPE// has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
8. The rights and remedies of the OWNER and the //TYPE// provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of //TYPE//'s principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within //TYPE//'s control.

D. Covenant Against Contingent Fees

The //TYPE// warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. The OWNER may, by written notice to the //TYPE//, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the //TYPE// or any agent or representative of the //TYPE// to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
 - a. to pursue the same remedies against the //TYPE// as it could pursue in the event of a breach of this Contract by the //TYPE//; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by the //TYPE// in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The //TYPE// shall obtain and maintain the insurance coverages required in **Exhibit B** incorporated herein by this reference. The //TYPE// shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverages in their prices.

G. Indemnity

The //TYPE// does hereby agree to defend, indemnify, and hold harmless the OWNER and the employees, officers and agents of the OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the //TYPE// or the employees or agents of the //TYPE// in the performance of this Contract.

H. Subcontractor Information

The //TYPE// shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the //TYPE// is for the OWNER's information only.

I. Audits

The performance of this contract by the //TYPE// is subject to review by the Owner to insure contract compliance. The //TYPE// agrees to provide the Owner any and all information requested that relates to the performance of this contract. All request for information will be in writing to the //TYPE//. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

J. Covenant

The //TYPE// covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. //TYPE// further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Assignment

Any attempt by //TYPE// to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

L. Governing Law

Nevada law shall govern the interpretation of this Contract.

M. Term of Contract

OWNER agrees to retain //TYPE// for the period from _____ through _____, with the option to renew for _____, _____-year periods, subject to the provisions of Sections V and VII herein. During this period, //TYPE// agrees to provide services as required by OWNER within the scope of this Contract.

N. Confidential Treatment of Information

//TYPE// shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

O. ADA Requirements

All work performed or services rendered by //TYPE// shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

P. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER:

TO //TYPE//:

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: _____
GEORGE W. STEVENS
Chief Financial Officer

//TYPE//:

//LEGAL NAME//

By: _____
//NAME//
//Title

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A

SCOPE OF WORK

PART 1 – GENERAL

1.1 DESCRIPTION

- A. General:
1. Furnish all labor, materials, tools, equipment, and services for an upgraded video visitation system as detailed herein.
 2. Completely coordinate with work of all other trades.
 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.2 BASIS OF DESIGN

- A. The Video Visitation System (VVS) shall provide for inmate non-contact visitation with attorneys and visitors, as authorized and scheduled by the system operator. The VVS will be an Integrated Internet Protocol system consisting of hardware and software products designed to enable the operator to schedule, initiate, control, monitor, capture, record, and retrieve visitation sessions live and on demand or on schedule, over a Local Area Network (LAN), Wide Area Network (WAN), or Virtual Private Network (VPN) based network connection.

1. VVS base feature set must allow an inmate to participate in a video visitation via Transmission Control Protocol (TCP)/Internet Protocol (IP) to any standards based H.320, H.323 or SIP compliant video conferencing system compatible with the system being installed in the North Valley Complex (NVC). The NVC shall have 80 inmate visitation stations (5 per common area/16 common areas). All of these stations will be connected to a switch in the Intermediate Distribution Facility (IDF) room and will use H.263 standard. Communication with these stations will be done over the LVMPD internal network. All functions of the overall VVS system must extend to the NVC visitation stations including session control, scheduling, monitoring, and recording.

Further details on the integration with the NVC will be presented during the Pre-Proposal Conference.

2. The VVS shall allow for recording of eight (8) concurrent video visitation sessions regardless of the number of active video visitation sessions, excluding attorney-client communications and must provide for the monitoring of all live Video Visitation sessions from a standards based media viewer. The VVS must also include an attached storage solution that will ensure the digital archiving and retrieval of previously recorded video visitation sessions for a period of no less than 90 days.
 3. The VVS shall deliver high-quality audio and broadcast-quality video (30 frames per second) to both units involved in a video visitation or attorney-client video communication at a minimum of 384 Kilobytes per second (Kbps).
 4. This VVS head end must be a network based solution communicating with other system devices via TCP/IP.
 5. The VVS system must provide a network based control protocol that interfaces with existing Jail Management Systems (JMS) and Record Management Systems to identify inmates, manage and identify visitors and provide reporting services of all system activities. The County currently uses ITAG originally developed by Syscon and since purchased by Securus. Additional information may be available from the Las Vegas Metropolitan Police Department (LVMPD) Detention Division Information Technology (IT) Department.
 6. The VVS system shall provide a visitor registration and scheduling application in order to electronically manage and control the foot traffic in and out of the detention center.
 7. Low bandwidth control, management information, high bandwidth video and audio information, shall be passed via the network. The VVS shall be software controlled and capable of system expansion.
 8. The existing cabling infrastructure including video (coaxial), voice (twisted pair) may be used. Currently all cabling from visitor and inmate stations are terminated in the dedicated equipment room on the First Floor in close proximity to the public visitation area. Encoding, decoding and other conversion equipment shall be provided to interface with the existing equipment and infrastructure as required.
 9. The existing 19" Cathode Ray Tube (CRT) monitors in the visitor and inmate stations shall be replaced with new 19" LCD monitors
- B. A visitor must be able to register as a visitor of an inmate or any group of inmates as specified by the facility and be able to schedule a visitation with an inmate remotely using a web browser and a connection to the public internet. Accommodations must also be made, and facilitated by the provider, to allow visitors to register in person at the Visitation Center without disrupting the daily duties of the facility staff or via a telephone to a call center.

- C. It is the intent of the County to provide the capability for private attorneys to be capable of participating in video visitation from their office computers. The cost of the private attorney equipment, communications and software associated with such capability shall not be included in the cost of this proposal, however the requirements and costs associated with implementation of this capability shall be clearly identified in the proposal.
- D. The VVS shall include a Personal Computer (PC) based operator control and management station located at the visitation officer position. The control station shall consist of a Liquid Crystal Display (LCD) touch screen display, tower type PC, keyboard and mouse. The operator control station shall allow assignment of any station to another station and functional controls as specified herein.
- E. The system shall use standard off-the-shelf, non-proprietary parts, equipment and components that are readily available from third party vendors. Systems using proprietary components, systems or software shall not be acceptable.
- F. Provide software applications for five (5) visitor registration stations in the visitor center of the Clark County Detention Center (CCDC). Computers to be provided by the LVMPD IT Department.

1.3 EXISTING CONDITIONS

- A. The video visitation system at the Clark County Detention Center (CCDC) will be replaced/upgraded as required to provide a County wide video visitation to accommodate non-contact visitation with inmates from multiple locations and facilities within the County. The system visitation capabilities shall be limited only by the number of visitor visitation stations and locations connected to the system.
 - 1. The existing system consists of a video matrix switching system (Ultrak), an intercom system [Harding Data Exchange Interface (DXI)] and a control and management computer. The equipment is located in a dedicated room adjacent to the visitation areas in the public lobby.
 - a. It is anticipated that the existing equipment racks may be reused at the discretion of the proposer.
 - b. The existing Harding DXI digital intercom exchange may be maintained and upgraded as needed to create the VVS.
 - c. The existing Ultrak video matrix switching system must be removed and replaced with new equipment as required for switching of the VVS video.
 - 2. The components of the visitation stations include a video monitor (CRT), a camera (analog) and an intercom handset. Some video monitors have been replaced with 19" LCD monitors. Visitation station millwork cubicles shall remain. Current viewing glazing may be replaced with solid panel to accommodate mounting of secure modular units at the discretion of the proposer.
 - 3. Existing cabling includes coaxial cable connections for camera and monitor to the video matrix switcher and multi-pair shielded communication cable to the intercom exchange.
 - 4. Equipment locations: (current)
 - a. Visitor Stations (61)
 - b. Inmate Stations (209)
 - 1) North Tower (77)
 - a) Level 2: 5 inmate stations
 - b) Level 4: 18 inmate stations
 - c) Level 6: 18 inmate stations
 - d) Level 8 18 inmate stations
 - e) Level 10: 18 inmate stations
 - 2) South Tower (132)
 - a) Second Floor: 32 inmate stations
 - b) Third Floor: 24 inmate stations
 - c) Fourth Floor: 32 inmate stations
 - d) Fifth Floor: 24 inmate stations
 - e) Sixth Floor: 20 inmate stations
- B. The North Valley Complex (NVC) is currently under construction by a developer and will be leased to the County. The video visitation system currently being installed consists of inmate and visitor stations using analog equipment with encoding/decoding equipment for connection over a dedicated 100 Megabytes per second (Mbps) Ethernet. The visitation stations include, a detention grade enclosure, a 17" LCD Closed Circuit Television (CCTV) monitor, a CCTV camera, H.323 standards based video conferencing Encoder/Decoders (CODEC)
 - 1. Equipment locations: (current)
 - a. Inmate stations (77)
 - b. Attorney visitor stations (4)

- C. The Public Defender Office (PDO) currently has four (4) remote stations connected to the CCDC which are providing an interim communication solution. The PDO houses 105+ attorneys with office computers. The intent is to provide each PD attorney the capability to participate in a video visit or court proceeding from their office using their office computer.

1.4 QUALITY ASSURANCE

- A. Perform all work in accordance with the following codes and standards:
1. Codes Compliance: Comply with the following current adopted codes:
 - a. Federal, state and local codes, regulations and ordinances.
 - b. National Electrical Code (NEC), latest edition.
 - c. National Fire Code (NFC)
 - d. Occupational Safety and Health Act (OSHA).
 - e. International Building Code (IBC)
 - f. Factory Mutual (FM) requirements.
 - g. All authorities having jurisdiction.
 2. Standards Compliance: Comply with the following standards as applicable:
 - a. Americans with Disabilities Act (ADA)
 - b. American National Standards Institute (ANSI)
 - c. American Society for Testing and Materials (ASTM)
 - d. Electronics Industry Association (EIA)
 - e. Electrical Testing Laboratories (ETL)
 - f. Factory Mutual (FM)
 - g. Institute of Electrical and Electronics Engineers (IEEE)
 - h. Insulated Cable Engineers Association (ICEA)
 - i. National Electrical Contractors Association (NECA)
 - j. National Electrical Manufacturers Association (NEMA)
 - k. National Fire Protection Association (NFPA)
 - l. Underwriter's Laboratories (UL)
- B. Equipment Manufacturer:
1. Regularly engaged in the manufacture of products specified.
 2. Manufacturer of products specified for a period of no less than five years with satisfactory performance in similar applications.

1.5 SUBMITTALS

- A. Review of shop drawings or schedules by the Owner's Technical Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless there is a formal letter which called attention to such deviations at the time of submission and secured written approval; nor shall it relieve him from responsibility for errors in shop drawings or schedules.
- B. The contractor shall develop and submit complete submittals and do so in a timely manner. By failing to do so, the Contractor agrees to be fully responsible for any and all damages which might be occasioned by the contractor's failure to do so.
- C. Where the County furnished electronic files of the Contract Documents are used as part of the shop drawings, the Contractor shall review such files and confirm completeness and accuracy. Submission of such documentation as a part of the shop drawings shall be indication that such review and confirmation has been performed and completed. Submission and subsequent approval shall not relieve the Contractor from the requirements of the Contract Documents.
- D. All shop drawings shall be created using AutoCAD v2008 or later. Schedules shall be created in spreadsheet format using Microsoft Excel. Incorporate all revisions upon completion of work. Submit with record drawings in both hard copy and electronic files.
- E. Resubmittal of items that have been previously accepted or approved will not be reviewed unless specific attention is called to changes in previously approved items. Resubmission that does not specifically call attention to previously accepted or approved submittals shall not be considered as subsequent approval of a change to the initially accepted or approved item.
- F. Submit drawings, data sheets, schedules, and others, in compliance with Article "Submittal Requirements" of this Section to permit adequate time for review by the Engineer, but in not less than 14 calendar days. This 14 day review period is exclusive of time associated with travel, mail, delivery, copy, and handling.

- G. Provide information required for complete review of each item in one submittal. When individual sections of specifications require more than one item for review, such as shop drawings, product data, samples, and related items, submissions shall include all specified information delivered at one time.
- H. Video Visitation System
 - 1. Project data: Description of system operation indicating purpose and capabilities of each component of system with functional system diagram indicating all interfaces to other systems. Description shall include, and call attention to, all variances from the contract documents.
 - 2. Shop drawings: Complete installation drawings including system diagrams and terminal point to terminal point wiring diagrams or schedules.
 - 3. Product data: Technical data sheets and specifications for each and every component.

1.6 WARRANTY

- A. Provide two year parts and labor warranty. Manufacturer's warranties that extend beyond the required duration shall be maintained and transferred to the Owner.
- B. Prior to expiration of warranty, Contractor shall provide all application or software patches applicable and available for the products and system as a whole.

1.7 LICENSES

- A. Where licenses are required for software applications, include a fully paid for 5 year license(s), which includes all annual maintenance, for each software application as part of the work.

1.8 OPERATING AND MAINTENANCE DATA

- A. Provide the following for each electronic system:
 - 1. Operations manual for all components and system as a whole.
 - 2. Maintenance manual for all components and system as a whole.
 - 3. Technical Support.
 - 4. Record Drawings.
 - 5. Point-to-point diagrams, wiring diagrams and construction details.
 - 6. List of spare parts, materials and suppliers of components. Provide name, address and telephone number for each supplier.
 - 7. Emergency instructions for operational and maintenance requirements.
 - 8. Copies of all warranties.
 - 9. Delivery time frame for replacement of component parts from suppliers.
 - 10. Recommend inspection schedule and procedures for all components and system as a whole.
 - 11. Complete approved shop drawings and product data for all components and system as a whole.
- B. Specific instructional material for this project.

1.9 RECORD DRAWINGS

- A. The contractor shall maintain a set of contract drawings and shop drawings.
 - 1. Use this set of drawings for showing as constructed installation of video visitation systems and equipment.
 - 2. Where any material, equipment, wiring or system components are installed differently from that shown, show such differences clearly and neatly.
 - 3. At project completion, submit the record set of contract drawings to the Owner
 - 4. At project completion, make corrections to the shop drawings on the original media and submit the corrected reproducible drawings to the Owner. Furnish AutoCAD electronic drawing files of all corrected shop drawings.
- B. Software Records:
 - 1. Submit final software programs on electronic media compatible with the installed system.
 - a. Transfer all software licenses to the Owner/User representative at the completion of the project. Transfer shall include customer support rights.
 - b. Fully comply with all license agreements for the installed software. Install sufficient quantities of each software program so that the Owner fully meets the intent of the publisher's site license agreement. When in doubt, contact the publisher for an interpretation and comply with that interpretation.

- c. Provide the Owner with all original installation disks or Compact Disk – Read Only Memory (CD-ROMs) and all software manuals for every software program installed on the system.
- 2. Standard and Custom Application Software:
 - a. Prepare and submit the licenses to all software installed for the system. Compile a list with each program name, its installed version number, the number of copies installed, the serial number of each copy, the publisher's name and address, and the publisher's customer support telephone number.
 - b. Prepare and submit complete documentation of the final installed version of the application program, including a diagram of its component modules, subroutines, databases, libraries, drivers, and other parts. Narrative descriptions shall accompany the diagram, giving basic descriptions of each component and describing the interaction between components. Provide a complete, annotated listing of all application settings.
- 3. User Data and User Programmable Software:
 - a. Provide complete documentation of all user data and user programmable software, including but not limited to properties, preferences, settings, configurations, component modules, plug-in modules, user subroutines, databases, libraries, drivers, macros, templates, objects, slides, maps, images, sounds, icons, screen savers, and any other software files for each site.
 - b. Provide narrative descriptions and diagrams that give basic descriptions of each software component and the interaction between software components. Provide a complete, annotated software component listing.
 - c. Provide a CD ROM or equivalent media of the final operating version of the user data and user programmable software. Provide three (3) copies of the media, properly labeled and dated in hard cases.

PART 2 - PRODUCTS

2.1 VIDEO VISITATION SYSTEM

- A. The video visitation system provides for non-contact visitation via analog equipment (i.e. cameras, video monitors and intercom systems) or digital equipment [computers, monitors, cameras and Voice Over Internet Protocol (VOIP)]. Inmates will visit with attorneys and authorized visitors during their scheduled visitation time.
- B. General
 - 1. The system shall allow for any inmate station to be connected to any visitor or external connection by initiation from the control workstation. The system shall be configured to allow for the future expansion of inputs, outputs, monitoring and recording capability
 - 2. The inmate and visitor stations shall consist of a LCD monitor, camera and a detention grade handset. Multiple handsets shall be provided on selected visitor stations unless a means to provide connection to adjacent station is provided. The purpose is to allow an interpreter to assist with visitation.
 - 3. An operator control workstation shall be provided at the visitation lobby. The control station shall consist of a LCD monitor, tower type PC, keyboard, and mouse.
 - 4. The system shall use standard off-the-shelf, non-proprietary parts, equipment and components that are readily available from third party vendors.
- C. Equipment
 - 1. Camera: All cameras must support full motion video output. All cameras supplied shall comply with the following:
 - a. Camera must be a fixed focus camera with the capability of viewing one or two individuals 30 to 60 inches from the camera.
 - b. 535 Lines, 30 frames per second (fps) (Standard).
 - c. Minimum Illumination 20 Lux (F2 0).
 - d. Exposure Control Electronic Auto Iris (With Picture Quality Compensation).
 - e. White Balance Automatic Tracking 4,800°K ± 1,000°K.
 - f. Compliance with Federal Communications Commission (FCC) Class B.
 - 2. Handsets:
 - a. The handset shall be constructed of high impact plastic. The armored cord shall be made of heavy duty stainless steel. The handset shall mount on a stainless steel two-gang wall plate fixed-cradle. The armored cord shall include a stainless steel 1000 lb. aircraft cable that will attach to the back box as a strain relief from pulling.
 - 1) Visitor stations shall be provided with 36" cord length.
 - 2) Inmate stations shall be provided with 24" cord length.
 - b. The handset shall provide for full duplex audio without the use of Voice Activation Keying (VOX) control circuits or push-to-talk switch. The handset shall include a proximity switch mounted on the cradle plate with a magnet in the earpiece which will operate as a non-mechanical switching mechanism to eliminate the need for moving parts. The mouthpiece and earpiece shall be bonded to the body of the handset.
 - c. Both handsets must be removed from their cradles to initiate both audio and video. If either the inmate or visitor handset is in the cradle, the audio is off and the video is blank.

- d. Five visitor stations shall be configured as two person stations. Designated stations shall include a second visitor handset to allow two persons to simultaneously converse with the inmate. An alternative to dual handset visitor stations would be to provide split screen, multiple visitors to inmate session capability.

2.2 COMPUTER HARDWARE

- A. All Computers required in the project shall be furnished by the LVMPD IT Department. Standard features of Computers are as follows.
 1. Server Hardware:
 - a. HP Proliant DL-380 or compatible G4 - 2x3.4GHZ Intel XEON Processor, 4-8GB RAM and 2x140GB RAID1 drives or 4x72GB RAID5 drives.
 2. Computer Hardware
 - a. HP Compaq DC7700 Small Form Factor or equivalent
 - b. CPU processing speed – 2.66 GHz (Intel Core 2 Duo)
 - c. RAM memory – 1 GB
 - d. Hard drive – 80 GB
 - e. DVD ROM and CD R/W
 - f. Intel Gigabit NIC
 3. Microsoft Windows XP Professional operating system.
 4. Monitor: 19" LCD
 5. Mouse and keyboard
- B. The successful proposer shall provide to the Owner within 60 days of contract award, the specific requirements and features required for computers required for the work. The required computers will be ordered and shipped to the successful proposer within 30 days of order confirmation.
- C. All computers shall be provided with hardware to meet or exceed the operational requirements specified.
- D. All computer operating systems shall be Microsoft Windows XP Professional

2.3 FUNCTION DESCRIPTIONS

- A. General:
 1. Initiate a video visitation conference between any Inmate video station and any visitor video station without regard to physical location.
 2. Terminate a video visitation conference at will.
 3. Increase or decrease the allotted visitation time and length of any or all video visitation conferences.
 4. Simultaneously terminate all video visitation conferences at will.
 5. Provide a graphical and color representation for the different status of all video visitation stations.
 6. The ability to connect to Wide Area Network for video visitation stations that may be setup at other areas in the city, county or state.
 7. Selecting the icon for the visitor station location and then selecting the inmate station location shall initiate a video visit. The inmate and visitor station screens shall remain blank and only activate when both handsets are removed from their cradles at which time both video and audio will activate and the countdown timer will begin.
- B. Time Adjustment
 1. Operation action shall cause a pop-up window to appear which allows the operator to define the length of the visit. Limits will be Owner definable.
- C. Time Warning
 1. At an Owner selected (adjustable) time interval (nominal 2 minutes), a screen alert message shall display indicating "Two minutes to end of visit" in English and Spanish languages. The icons associated with the visit shall turn red indicating the visit is in the two (or other time limit set by the Owner) minute phase of the visit.

2.4 VVS Management and Control Software

- A. The VVS Management and Control software shall be a computer based protocol that receives and translates control commands from the VVS control workstation. The VVS control software shall perform the routing functions of the control data to the VVS Video Visitation Devices over the network.
- B. Initiates call commands and connects any visitor station with any inmate station.

- C. Manage any number of simultaneous Video Visitation sessions.
- D. Using a graphic user interface (GUI), the VVS management and control software shall identify all parties (inmates and visitors) in any given video visitation session; identify the Video Visitation device in use on both sides of the video call; identify the time the video call began and the time limit for the call; and allow the control officer to manually terminate a video visitation session.
- E. Interfaces with the Jail Management System provide to pull data and populate the inmate information including:
 - 1. Inmate ID Number
 - 2. Inmate FBI Number
 - 3. Inmate FID Number
 - 4. First, middle and Last name
 - 5. Date of Birth
 - 6. Social Security Number
 - 7. Home address and telephone numbers if any
 - 8. Gender and Ethnicity
 - 9. Height and weight
 - 10. Drivers License number
 - 11. Inmate Housing unit number or cell block number
 - 12. List of Authorized Visitors for the inmate
- F. Provides a one time Visitor Registration pane to capture and store visitor information including:
 - 1. Identification number and Identification type
 - 2. First, Middle and Last Name
 - 3. Date of Birth
 - 4. Social Security Number
 - 5. Gender and Ethnicity
 - 6. Name of Inmate Authorized to Visit
 - 7. Relationship to Authorized Inmate
 - 8. Date of Last Visit
 - 9. Home Address and Telephone contact information
 - 10. E-mail address if any
 - 11. List of any items authorized to be delivered to the inmate
- G. Call History: shall provide a searchable database of all video visitation calls to any inmate from any authorized visitor. Data shall be searchable by the inmate name, visitor name, date and time of visitation call, duration of call.
- H. Provide a management tool for administration to set parameters for each Video Visitation Device including:
 - 1. Type of unit – Inmate or Visitation Center
 - 2. Status of Visitation Device – Idle, Offline
 - 3. Unit identification number – Serial number or random number
 - 4. Displays the status of each Video Visitation Device:
 - a. Unit idle and available for use
 - b. Unit in use, session is being recorded
 - c. Unit out of service
- I. User Info: Identify and set user classification of all Detention Center personnel who will be using the Video Visitation System
 - 1. Set User ID - Badge/Personal Identification number
 - 2. Set Password
 - 3. Set Classification of user: Administrator; Power User; End User; Clerk; Help; Guest
 - 4. First, Middle and Last name
 - 5. Agency
 - 6. Agency location: Street address, city state and zip
 - 7. Telephone contact information
 - 8. E-Mail contact information
 - 9. Role information; set authorization per classification
 - 10. System Codes – Administrative Use only

2.5 VIDEO MONITORS

- A. Monitors: 19 IN color LCD
 - 1. Resolution: 500 lines minimum (1280 x 1024)
 - 2. Contrast: 500:1 minimum
 - 3. Brightness: 250 cd/m² minimum
 - 4. Video input: BNC Connection
 - 5. Model
 - a. Orion 19RCR
 - b. AGN Pro XP19AV
 - c. Tote Vision LCD-1900VR
 - d. Honeywell HMLCD19

2.6 FUTURE WIDE AREA CONNECTIVITY

- A. The Video switch must be able to support H320/H323 standards-based Codec for wide area video conferencing applications such as first appearance hearings, court arraignment, attorney/client meetings, depositions, and meetings with the Public Defender's Office. Access and setup of the H320/H323 Codec for these applications must be through the same user interface used for placing ad hoc videoconference calls.
- B. International Telecommunications Union (ITU) H320/H323 standards based Codec must be able to be used by any administrator (or other authorized user) video station on the network to originate or receive a video conference call outside the facility without scheduling

2.7 CONNECTING LOCAL DEVICES

- A. The administrator's workstation shall be able to initiate a multi-point call from their video station.
- B. Administrator's workstation must be able to support full duplex echo cancellation in a hands free environment and optionally use a handset/headset.
- C. The designated administrator's station must be able to convene a conference between a remote video outside the Video Private Branch Exchanges [PBX(s)] and one or more inmate and/or visitor stations, using a H320/H323 compliant Codec connected to the Video switch

2.8 SPARE PARTS

- A. Deliver spare parts in protective wrapping and packaging for proper storage.
- B. Provide the following spare parts:
 - 1. Handsets: Five.
 - 2. Cameras: Five.
 - 3. Monitors: Two.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Equipment Installation:
 - 1. Install all equipment in accordance with the manufacturer's recommendations, and accepted shop drawings.
 - 2. Install all equipment in compliance with NEC requirements, NECA's "Standard of Installation", and recognized industry practices.
 - 3. Do not attach electrical materials to roof decking, removable or knockout panels, or temporary walls and partitions unless indicated otherwise. Use hangers and other supports to support the equipment and materials, intended for this purpose.
 - 4. Maintain minimum 3-foot working clearances on each side of equipment or equipment racks where access is required to inspect, service, or adjust.

3.2 WIRING

- A. The existing wire and cable in the detention center may be re-used at the discretion of the contractor. Use of existing cable must be preceded by contractor testing of cable(s) with confirmation that use will not degrade the system operation.
- B. All existing cabling that is not reused, shall be removed from the building.

3.3 INSTALLATION OF THE SYSTEM

- A. Obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work. This shall be a part of the work of the contractor performing the work requiring the permit or inspection.
- B. Install all of the equipment in accordance with manufacturer's instructions. The written specifications shall take precedence over the project drawings in all instances. This does not alleviate the contractor from the responsibility of meeting other portions of the specifications.
- C. Securely mount equipment plumb and square in place. Where equipment is installed in cabinets, provide mounting bolts in all equipment fastening holes.
- D. The omission of express reference to any parts necessary for, or reasonably incidental to, a complete installation shall not be construed as a release from furnishing such parts. No exclusion from, or limitations in, the language used in the drawings or specifications shall be interpreted as meaning that the accessories necessary to complete any required system or item of equipment are to be omitted.

3.4 EQUIPMENT LOCATION:

- A. Place the equipment in the equipment cabinets for maximum operator convenience. Verify any changes in placement prior to assembly. All system components and related wiring shall be located with due regard for the minimization of induced electromagnetic and electrostatic noise, for the minimization of wiring length, for proper ventilation, and to provide reasonable safety and convenience for the operator.

3.5 FINAL TESTING AND DEMONSTRATION

- A. Upon completion of the system installation and preliminary testing, notify the Owner that the system is ready for final testing and demonstration. At this time, the system manual is to be presented to the Owner for prior evaluation. The Owner, at his option, may select a specific time and date, suitable to all parties so they may have a representative in attendance during the entire final testing and demonstrations.
- B. Conduct all final tests and demonstrations in the presence of the Owner.
- C. Demonstrate that all system functions perform as specified.
- D. Test and demonstrate that the systems equal or exceed the specified system criteria.
- E. Upon request by the Owner, the contractor will repeat any of the specified system tests at the final testing and demonstration in the presence of the Owner.
- F. At the end of the final testing, demonstration and acceptance of the system, the contractor will turn over to the Owner's designated representatives, all of the equipment cabinet keys and non-installed equipment as specified in the Contract Documents

3.6 SYSTEM VALIDATION AND ACCEPTANCE

- A. General: The Contractor shall validate that all requirements of these specifications have been met. Validation shall be through a combination of analyses, inspections, demonstrations and tests, as described in paragraphs B. through C. below. Acceptance shall be performed and documented as described in paragraph E and F. below.
- B. Validation by Inspection: Validation by inspection includes examination of an item and the comparison of pertinent characteristics. Inspection may require moving or partially disassembling the item to accomplish the validation. Inspection shall be made of all equipment installations, proper functioning of all equipment, hardware and software applications, mounting and wiring of electrical and signal distribution cabinets and components, to ensure requirements of the specifications are complied with and that the overall installation is accomplished in a professional and workmanship like manner and in accordance with manufacturer's written recommendations.

The Owner's quality control representative(s) and/or Technical Representative shall have full opportunity to witness the required inspections or to conduct their own inspections of the installation.

- C. **Validation by Testing:** The Contractor shall verify by formal demonstrations or tests that the requirements of these specifications have been met. All tests shall be documented and report of results submitted to the Owner's Technical Representative. The Owner's quality control representative(s) and/or Technical Representative shall have full opportunity to witness the required testing or to conduct their own testing of the installation.
- D. **System Acceptance:** Upon successful completion of the System Validation the Contractor shall schedule and request a final Acceptance Demonstration with the Owner's Technical Representative and the Owner's representative(s). The request shall include certification that the installation is complete and operable and has satisfactorily performed the final tests specified herein. The acceptance testing and final inspection will be accomplished in the company of the Owner's Technical Representative and the Owner's representative(s). The demonstration shall be structured so that all system components and equipment are stimulated directly in their installed and finally adjusted positions and all audible and visual displays, signals, alarms and other responses are demonstrated. A log of all demonstration activities and results shall be maintained by the Contractor. Typed copies of this log shall be submitted to the Owner's Technical Representative within seven (7) days of the demonstration. The Contractor shall carefully plan and coordinate the Acceptance Demonstration so that all activities can be satisfactorily completed within eight (8) cumulative hours. The Contractor shall provide all necessary instruments, labor and materials required for demonstrations, the equipment manufacturer's technical representative, and qualified technicians in sufficient numbers to perform the demonstration within the time limits imposed by this Specification.
- E. **Final Acceptance by the Owner:** Final acceptance is expressly conditioned upon completion of all deliverables/milestones, completion of all tasks in the Scope of Work as approved, completion of all applicable testing and validation procedures, completion of a 90-day (in production) trial period and certification by the Owner that the Contractor has met the defined requirements.

3.7 OWNER PERSONNEL TRAINING

- A. Provide training of owner personnel in proper operation and maintenance of video visitation systems. The Sheriff's Office maintains a highly trained technical staff that shall be sufficiently trained to maintain the equipment and software applications with technical support from the system provider after warranty expiration.
- B. Training Outline-Operational staff: minimum 8 hours structured training
 1. Functions performed
 2. Software application
 3. Acknowledgment/Responses
 4. Control Functions
- C. Training Outline-Maintenance Staff: minimum 16 hours structured training
 1. Systems Operation
 2. Component Review
 3. Routine Maintenance/Adjustments
 4. Troubleshooting/Repair
 5. Expansion Capabilities

EXHIBIT B

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

1. Format/Time: The CONTRACTOR shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. Owner Coverage: The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The CONTRACTOR's insurance shall be primary as respects the Owner, its officers and employees.
4. Endorsement/Cancellation: The CONTRACTOR's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONTRACTOR's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
7. Commercial General Liability: Subject to paragraph 6 of this Exhibit, the CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
8. Automobile Liability: Subject to paragraph 6 of this Exhibit, the CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and any auto used for the performance of services under this Contract.
9. Professional Liability: The CONTRACTOR shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
10. Workers' Compensation: The CONTRACTOR shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONTRACTOR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the CONTRACTOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
11. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
12. Additional Insurance: The CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.
13. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed or supervised by CONTRACTOR.
14. Cost: The CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
9. Insurance Form Instructions: The following information must be filled in by the CONTRACTOR's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONTRACTOR's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Description: RFP Number 601549-09 and Upgraded Video Visitation System for the Clark County Detention Center (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.

CLARK COUNTY CERTIFICATE OF INSURANCE						ISSUED DAY (MM/DD/YY) <div style="border: 1px solid black; width: 100px; height: 20px;"></div>				
PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
			COMPANIES AFFORDING COVERAGE			3. BEST RATING				
			COMPANY A LETTER			COMPANY'S BEST KEY RATING				
INSURED 2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS			COMPANY B LETTER							
			COMPANY C LETTER							
			COMPANY D LETTER							
			COMPANY E LETTER							
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE \$(D) 2,000,000					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$(E) 2,000,000					
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$(F) 1,000,000					
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$(G) 1,000,000					
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire) \$(H) 50,000					
	DEDUCTIBLE \$ _____				MED. EXPENSE (Any one person) \$(I) 5,000					
5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$(M) 1,000,000					
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$					
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$					
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$					
	<input type="checkbox"/> HIRED AUTOS									
DEDUCTIBLE \$ _____										
	EXCESS LIABILITY				EACH OCCURRENCE \$					
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM									
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS					
					EACH ACCIDENT \$					
					DISEASE/C POLICY LIMIT \$					
					DISEASE/ EACH EMPLOYEE \$					
7.	PROFESSIONAL LIABILITY	(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000					
8. DESCRIPTION: RFP NO. 601549-09; Upgraded Video Visitation System for the Clark County Detention Center.										
9. CERTIFICATE HOLDER CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.							
			10. APPOINTED AGENT SIGNATURE INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____.							

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 601549-09, entitled Upgraded Video Visitation System for the Clark County Detention Center;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____
_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C

SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☐ No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other

Business Name:

(Include d.b.a., if applicable)

Business Address:

Business Telephone:

Business Fax:

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity

Print Name

Title

Date